

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES**

**THE BOEING COMPANY**

**and**

**SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN AEROSPACE,  
affiliated with INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL  
ENGINEERS, LOCAL 2001**

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**Cases: 19-CA-093656**

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**CHARGING PARTY'S CROSS EXCEPTIONS**

Thomas B. Buescher  
Buescher, Kelman & Perera, P.C.  
600 Grant Street, Ste. 450  
Denver, CO 80203

Comes now the Charging Party, Society of Professional Engineering Employees in Aerospace, IFPTE Local 2001, and files these cross exceptions to the Decision of the Administrative Law Judge dated July 31, 2014 (ALJD) in the above-captioned matter.

1. The omission of paragraph 2b of the September 11, 2013 request for information from the list of requests found to be relevant at ALJD 9:2-4. Given that the ALJ expressly discussed how the calculation of how the “premiums are not paid at other facilities” (the subject of request 2b) is relevant under these facts, ALJD 9:19-20, the failure to include this paragraph in the list on ALJD 8 appears to be an inadvertent error.
2. Conclusion of Law 3a) by omitting from the bargaining unit description of the professional unit all locations referenced in Article 1 of the professional collective bargaining agreement, specifically Edwards Air Force Base California, Palmdale, California, Weber and Davis County, Utah, and Boeing Atlantic Test Center, Florida. ALJD 13:45. GC Ex. 3.
3. Conclusion of Law 3a) by omitting the reference to Article 1 of the professional collective bargaining agreement (like appears in the description of the technical bargaining unit, ALJD 14:4). ALJD 13:45.
4. Conclusion of Law 3b) by omitting from the bargaining unit description of the technical unit all locations referenced in Article 1 of the technical collective bargaining agreement, specifically the Inertial Upper Stage program at Cape Canaveral Air Force Station, Florida.
5. Order that “Within 14 days after service by the Region, post at its facility in Seattle, Washington, copies of the attached notice marked ‘Appendix.’” ALJD 15:9-10. The notice posting is too narrow in scope given the scope of the bargaining units covered by

the contracts and the negotiations leading to the decision. GC Ex. 2, p. 1; GC Ex 3, p. 1-2.

Dated this 10<sup>th</sup> day of October, 2014.

Respectfully Submitted,

s/ Thomas B. Buescher  
Thomas B. Buescher  
Buescher, Kelman & Perera, P.C.  
600 Grant Street, Suite 450  
Denver, CO 80203  
303-333-7751  
[tbuescher@laborlawdenver.com](mailto:tbuescher@laborlawdenver.com)

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that true and correct copies of the **CHARGING PARTY'S CROSS EXCEPTIONS** was served upon the parties via Electronic Mail, this 10<sup>th</sup> day of October, 2014, properly addressed to the following:

Richard Hankins  
McKenna, Long & Aldridge  
303 Peachtree Street, NE Suite 5300  
Atlanta, GA 30308  
[rhankins@mckennalong.com](mailto:rhankins@mckennalong.com)

Anastasia Hermosillo  
Counsel for the General Counsel  
915 2<sup>nd</sup> Ave.  
Jackson Federal Building, Room 2948  
Seattle, WA 98174  
[mary.hermosillo@nrlb.gov](mailto:mary.hermosillo@nrlb.gov)

Ronald K. Hooks  
Regional Director, Region 19  
915 2nd Avenue  
Room 2948  
Seattle, WA 98174-1078  
[Ronald.hooks@nrlb.gov](mailto:Ronald.hooks@nrlb.gov)

Ray Goforth  
SPEEA  
15205 5nd Ave., South  
Seattle, WA 98188  
[rayg@speea.org](mailto:rayg@speea.org)

Rich Plunkett  
SPEEA  
15205 52nd Ave., South  
Seattle, WA 98188  
[richp@speea.org](mailto:richp@speea.org)

s/ Antoinette Vega